

EXHIBIT 23

<p>1 Exhibit 6 inadvertently has CLOUD-AR-521 through 523 2 missing? 3 A. Uh-huh. 4 Q. As we go forward throughout the day referring 5 to the board's November 23rd, 2016, letter, are you 6 comfortable referring to Exhibit 6, or would you prefer 7 we mark the entire document? 8 A. I'm very comfortable using Exhibit 6. 9 MR. DENNIE: Okay. Can we go off the 10 record for one second? 11 THE VIDEOGRAPHER: We are off the record. 12 The time is 9:40 a.m. 13 (Recess 9:40-9:41 a.m.) 14 THE VIDEOGRAPHER: We are back on the 15 record. The time is 9:41 a.m. 16 Q. Okay. We took a very short break. 17 A. Yes. 18 Q. Do you understand you're still under oath? 19 A. I do. 20 Q. Looking at Deposition Exhibit 6 -- let me know 21 when you're there. 22 A. I'm there. 23 Q. Okay. Did you review Deposition Exhibit 6 24 before it was sent to Mr. Cloud? 25 A. I did not.</p> <p style="text-align: right;">Page 42</p>	<p>1 I'm just going to maybe ask it a little bit different 2 way. 3 Did you, yourself, provide any specific 4 input for the letter marked as Deposition Exhibit 6? 5 A. Only indirectly in the sense that our 6 practice -- I was part of determining how the practice 7 would be done. 8 We are under -- we have to get these -- 9 these decisions out in a timely manner in accordance 10 with ERISA, and so it was -- we were under a lot of 11 pressure to get the letters out quickly. 12 So we developed the system of a 13 template-type decision where the lawyers would draft 14 the letter, send it to the plan office, the plan office 15 would review it and then send it out. 16 Q. Okay. And when you say the lawyers drafted 17 the letter, do you know who drafted Deposition 18 Exhibit 6? 19 A. I assume the Groom law firm did. I assume 20 Alvaro did, Alvaro Anillo. 21 THE WITNESS: Am I pronouncing Alvaro's 22 name correctly? 23 MR. MEEHAN: Yes. 24 THE WITNESS: Thank you. 25 Q. Okay. So I just want to make sure I'm</p> <p style="text-align: right;">Page 44</p>
<p>1 Q. Did you provide any input on Deposition 2 Exhibit 6 before it was sent to Mr. Cloud? 3 A. No. Only in the sense that this is a type of 4 template we use in all of our decisions. The only 5 thing that's unique in any letter such as this would be 6 the very -- one -- basically, a couple of paragraphs on 7 the reason for the decision. 8 Everything else is pretty much a template 9 that was used, depending on whether it was a total and 10 permanent disability case or a line-of-duty disability 11 case. 12 And so there's a formula to it. Part of 13 the provisions here relate to ERISA requirements like 14 the appeal rights. Another ERISA provision is you need 15 to put in the provisions of the plan you relied upon in 16 your decision. 17 The first paragraph always states what the 18 decision of the board was. And it became the practice 19 of the board, just generally, I believe, to attach the 20 relevant plan provisions to the letter but also to 21 discuss the plan provisions in the letter. 22 So, no, but -- I did not -- did not review 23 this letter, but I knew what it was going to say 24 because it was the basis for our decision. 25 Q. And my question was a tad bit different. So</p> <p style="text-align: right;">Page 43</p>	<p>1 following up and make sure I'm understanding you. 2 Ultimately, a decision is reached by the 3 board. Mr. Anillo from the Groom firm will draft that 4 letter -- 5 A. Yes. 6 Q. -- and then provide it to the plan office to 7 be submitted to the athlete; is that correct? 8 A. That's correct. We had authorized Alvaro and 9 the Groom law firm to draft these letters. We 10 delegated that responsibility to him. He performed 11 that responsibility in accordance with the templates 12 that had been developed over many years by the 13 retirement board. 14 Q. Okay. As we sit here today, you don't recall 15 making any changes to the letter marked as Deposition 16 Exhibit 6; is that correct? 17 A. That is correct. 18 Q. So I take it my -- some of these questions in 19 Deposition Exhibit 23 are pertaining specifically to 20 whether there was an exchange of emails or some other 21 correspondence where you reviewed Deposition Exhibit 6 22 prior to it being sent to Mr. Cloud. 23 I take it from your responses the answer 24 would be there are no such emails, correct? 25 A. There are no such emails.</p> <p style="text-align: right;">Page 45</p>

<p>1 that's communicated to a player?</p> <p>2 A. Well, it's -- you know, back then, my</p> <p>3 understanding was a letter would be drafted and signed</p> <p>4 and sent out immediately with some type of return</p> <p>5 receipt so that we could verify when -- that it was</p> <p>6 received.</p> <p>7 Q. And if I understood correctly earlier -- so</p> <p>8 correct me if I'm wrong -- that letter is drafted by</p> <p>9 someone at the Groom firm, signed by someone at the</p> <p>10 plan office, and sent without the board reviewing it,</p> <p>11 correct?</p> <p>12 A. I believe the letters and the board's</p> <p>13 decisions are drafted by -- you're correct -- by</p> <p>14 someone at the zoom -- the Groom law firm, sent to the</p> <p>15 plan office. Mike Miller reviews it. He's the</p> <p>16 director of the plan office.</p> <p>17 And if it's all in order, he will send it</p> <p>18 out. And it does not and did not get reviewed by board</p> <p>19 members before it was sent. Again, as I think I said</p> <p>20 this morning, we have -- we delegated to the Groom law</p> <p>21 firm the task of drafting letters, sending it out based</p> <p>22 on the decision we had made at the board and based on</p> <p>23 the fact that they were basically following a template</p> <p>24 that we had seen many times before.</p> <p>25 Q. How do you make sure a decision doesn't</p> <p style="text-align: right;">Page 166</p>	<p>1 telling us how to -- that we had to comply with ERISA,</p> <p>2 and they helped us make sure that we were complying</p> <p>3 with ERISA. So I'm comfortable we did comply with</p> <p>4 ERISA requirements.</p> <p>5 Q. What -- what did they advise you as it</p> <p>6 pertains to Mr. Cloud's case?</p> <p>7 A. I don't remember anything specific about what</p> <p>8 they advised us.</p> <p>9 Q. Do you remember --</p> <p>10 A. I mean -- I mean, we had a specific -- as you</p> <p>11 well know, we had a specific interpretation of the --</p> <p>12 of the reclassification section, but I don't remember</p> <p>13 that it came up in particular in Mr. Cloud's case</p> <p>14 because that interpretation had been in effect for as</p> <p>15 long as I was on the board.</p> <p>16 Q. Say -- what -- what provision one more time?</p> <p>17 A. It's the -- the reclassification provision.</p> <p>18 Q. Right. I think you said that was 5.7(b)</p> <p>19 earlier.</p> <p>20 A. Yes.</p> <p>21 Q. Is that what you're talking about?</p> <p>22 A. Yes. The Changed Circumstances section of</p> <p>23 that -- provision in that section.</p> <p>24 Q. Did you come up with the definition of changed</p> <p>25 circumstances?</p> <p style="text-align: right;">Page 168</p>
<p>1 contain an error?</p> <p>2 A. Well, there are some things you just have to</p> <p>3 trust your lawyers to get right, and I -- you know,</p> <p>4 they've been doing this for years and years and years.</p> <p>5 And, you know, I don't recall a situation where someone</p> <p>6 complained that the letter that was sent to them was</p> <p>7 inconsistent with the decision made by the board.</p> <p>8 Q. How would someone know what the decision made</p> <p>9 by the board would be if it's outside of what the</p> <p>10 letter says?</p> <p>11 A. Well, they would know if they -- if they sued</p> <p>12 us. So, if someone went to court, they would find out,</p> <p>13 as you have done, you know, what's -- what's in the</p> <p>14 board decision and what's in the letter.</p> <p>15 Q. What do you understand the meaning of a</p> <p>16 de novo review to be, if at all?</p> <p>17 A. Depends on the context.</p> <p>18 Q. As it pertains to disability decisions, what</p> <p>19 is your understanding of a de novo review to be?</p> <p>20 A. What we did here, where we look at the --</p> <p>21 what's in the administrative record and render a</p> <p>22 decision based on what's in the administrative record</p> <p>23 and what our advisers are -- are helping us understand</p> <p>24 about the record.</p> <p>25 The -- you know, we had all these lawyers</p> <p style="text-align: right;">Page 167</p>	<p>1 A. No. That had been determined before I was on</p> <p>2 the board.</p> <p>3 Q. Do you know who came up with that?</p> <p>4 A. I think the lawyers came up with it,</p> <p>5 recommended it to the board -- the then-board, and the</p> <p>6 board approved it.</p> <p>7 But I don't know who -- which lawyers</p> <p>8 recommended it and who the board members were at the</p> <p>9 time. But when I came on the board, that was already</p> <p>10 the accepted -- the accepted definition of changed</p> <p>11 circumstances.</p> <p>12 Q. You would agree changed circumstances is not</p> <p>13 defined in the plan, correct?</p> <p>14 A. It's not -- there -- there's not a</p> <p>15 definition -- the Definitions section, there is not a</p> <p>16 definition of that term. That is correct.</p> <p>17 Q. Outside of the Definitions section, is there</p> <p>18 any definition of changed circumstance --</p> <p>19 A. Well, there is --</p> <p>20 Q. -- in Exhibit 1?</p> <p>21 A. There is in the -- in the practices of the --</p> <p>22 of the board and an interpretation of the board, and we</p> <p>23 recite that in every letter we send out.</p> <p>24 Q. And I understand.</p> <p>25 MR. DENNIE: Object as nonresponsive.</p> <p style="text-align: right;">Page 169</p>